

City of Asheville North Carolina



REQUEST FOR FORMAL BIDS AND PROPOSALS
BID REQUEST NO. FBR 770-10

24 MONTH TERM CONTRACT FOR
6 INCH X 2 INCH FIRE SERVICE METERS
FOR CITY OF ASHEVILLE
CENTRAL STORES WAREHOUSE

**BID OPENING DATE: MONDAY, JUNE 7, 2010
AT 3:00 PM LOCAL TIME**

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, NC 28802
PHONE: (828) 259-5950
AMY PATTERSON, PURCHASING MANAGER

BIDS ARE TO BE SEALED AND MAILED TO THE ABOVE POST OFFICE BOX
OR DELIVERED TO THE PURCHASING DIVISION OFFICE LOCATED
AT NO. 3 HUNT HILL PLACE, ASHEVILLE, NC 28801

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DIVISION

Bid Request No. FBR 770-10

Date May 26, 2010

**REQUEST FOR FORMAL BIDS AND PROPOSALS
FOR 24 MONTH TERM CONTRACT FOR 6 INCH X 2 INCH FIRE SERVICE METERS
CITY OF ASHEVILLE CENTRAL STORES WAREHOUSE**

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the City of Asheville Purchasing Division until 3:00 p.m. local time on Monday, June 7, 2010 at which time they will be publicly opened and read.**

TERMS: Net 30 Days
DELIVERY: ASAP - Bidder Specify Best Delivery

CITY OF ASHEVILLE, N. C.
Amy Patterson, Purchasing Manager

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

24 MONTH TERM CONTRACT FOR 6 INCH X 2 INCH FIRE SERVICE METERS FOR CITY OF ASHEVILLE CENTRAL STORES WAREHOUSE PER THE ATTACHED SPECIFICATIONS, TERMS, AND CONDITIONS.

BIDDERS PLEASE NOTE:

1. SPECIAL TERMS AND CONDITIONS-
2. APPROVED MANUFACTURERS ARE NEPTUNE, MASTER METER AND HERSEY. NO OTHER MANUFACTURERS WILL BE CONSIDERED.

Company Name	Bid Submitted By (Signature)
Address	Printed Name and Title
City State Zip	Email Address
Telephone No.	Fax No.
Web Address	Federal Taxpayer ID No.
Delivery _____ calendar days after receipt of order	Payment Terms: Net _____ Discount: _____ % Net _____

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DIVISION
FORMAL BID REQUEST

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	18	<p>6 INCH X 2 INCH FIRE SERVICE METERS;</p> <p>APPROVED METERS: NEPTUNE HP PROTECTUS III MASTER METER FIRE SERVICE METER HERSEY MFM II</p> <p>NO OTHER MANUFACTURERS WILL BE CONSIDERED.</p> <p>BID:</p> <p>MANUFACTURER: _____</p> <p>PRODUCT NO.: _____</p> <p>FREIGHT MUST BE INCLUDED IN PRICE. NO ADDITIONAL FREIGHT CHARGES WILL BE ALLOWED.</p>	EACH	\$ _____	\$ _____

COMPANY NAME: _____

SIGNED: _____ TITLE: _____

GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by The City of Asheville. From the date shown until the date of opening the proposals, the plans and specification of the proposed work and/or a complete, description of the apparatus, supplies, materials or equipment and/or work and services are and will continue to be on file in the Purchasing Office for City of Asheville, Asheville, N. C., from 8:30 AM to 5:00 PM Eastern Time, and available to prospective bidders.
2. The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Asheville.
3. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points, or from date correct invoice is received if latter is later than the date of delivery. Guaranteed maximum price must be shown in all bids.
4. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
5. Payment by City due thirty days after delivery in Asheville and inspection unless otherwise specifically provided, subject to any discounts allowed. Bid will NOT be awarded by discounted terms constituting low bid.

BID

In compliance with the above request for bids, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 60 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order, deliver F.O.B. Asheville, NC. Discounts will be allowed for prompt payments but not used to determine low bid as follows: 10 calendar day, _____ per cent; 15 calendar days, _____ per cent; 20 calendar days, _____ per cent; 30 calendar days _____ per cent.

Bidder: _____ Address: _____ Zip: _____

By: _____ Title: _____
(Authorized to sign bids)

Telephone Number: _____

Date: _____

MAILING INSTRUCTIONS

1. Bidder to submit a complete, fully executed bid document.
2. If mailed, bid should be forwarded by certified U. S. Postal Service. Please address and mark your bid as shown below.

CITY OF ASHEVILLE, N. C.
PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, N. C. 28802
BID REQUEST NO. 770-10
WATER METERS
TO BE OPENED 3:00 P.M. LOCAL TIME
MONDAY, JUNE 7, 2010

3. If forwarded other than by U.S. Postal Service, delivery must be made directly to City of Asheville, Purchasing Division, No. 3 Hunt Hill Place, Asheville, North Carolina 28801.

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.

CITY OF ASHEVILLE
PURCHASING DIVISION

SPECIAL TERMS AND CONDITIONS FOR
24 MONTH TERM CONTRACT FOR 6 INCH X 2 INCH FIRE SERVICE METERS
FOR CITY OF ASHEVILLE CENTRAL STORES WAREHOUSE

1. **SCOPE:** This Request for Bids and Proposals is for a 24 month term contract for the annual regular usage requirements of 6 Inch x 2 Inch Fire Service Meters for the City of Asheville Central Stores Warehouse
2. **PURCHASE OF ADDITIONAL REQUIREMENTS:** The contract term shall be for a period of 24 months from the date of award. The City may, at its option, extend the contract for two (2) additional one-year extensions if the Contractor and the City mutually agree upon such extensions.
3. **DETAILED SPECIFICATIONS:** Detailed specifications for meters are included with this bid request.

Bids to be submitted in accordance with the attached specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.

4. **AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bids and Proposals and any addenda thereto, plus the issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.

Terms discounts are NOT a consideration in award.

6. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, Special Terms and Conditions specific to this Invitation for Bids, the Specifications, and General Contract Terms and Conditions. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder's response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
7. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Purchasing Division, No. 3 Hunt Hill Place, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address.
8. **TECHNICAL INQUIRIES:** Questions regarding specifications to be directed to Mr. Mike Brookshire. Mr. Brookshire can be reached at (828) 259-5961 or mbrookshire@ashevillenc.gov Monday through Friday from 8:30 AM to 5:00 PM Eastern Time.

9. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City of Asheville Purchasing Division. Technical inquiries may be directed to the individual named herein. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. **Therefore no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Formal Request for Bids.** The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from any source are of no effect.

In the event that clarifications are necessary, changes will be made by written addendum. The City of Asheville will, if necessary, postpone the scheduled opening of bids so as to provide at least seven (7) days between the mailing of the amended bid and the revised bid opening date. All addendums must be signed and returned with the final bid package.

The City of Asheville reserves the right to postpone bid openings for its own convenience.

10. **COMPLIANCE WITH RULES AND REGULATIONS:** Fire Service Type Cold Water Meter shall be ULFM approved and LEAD FREE when available and shall comply with AWWA Standard C-703;
11. **GENERAL REQUIREMENTS:** The meters furnished shall be new and unused and the manufacturer's latest listed and published model, or models which meet all the applicable requirements of these specifications.
12. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as nonresponsive. The City of Asheville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Asheville of non-responsiveness.
13. **BIDDERS SUBMITTALS:** Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.
14. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
15. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Formal Request for Bids and any addenda thereto, plus the City's issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.
16. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
17. **ASSIGNMENT:** During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville.

18. **VENDOR APPLICATION AND LICENSES:**

***Vendor Application:** Bidders may complete a City of Asheville Vendor Application and return it with bid response. Bidders may download the form from the City's website at the following link: www.ashevillenc.gov. Look under the **BUSINESS** tab, select "Doing Business with the City" and select "Vendor Application" from the list of options. Directions for submittal are available on this page.

***Business Privilege License:** All vendors doing business with the city must have a business privilege license. Please include a copy of your license with the bid. If you do not have one, download the form from the same web page under "Doing Business in the City" and submit to the Accounting Division. Please include a copy of your application with the bid.

***NC Certificate of Authority:** All out of state vendors submit a copy of your certificate with your bid or register with the State of NC at <http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit%20Corporation> and submit a copy once received.

19. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.

20. **SUBMITTALS:** Bidders to submit one (1) **original bid package and one (1) complete copy.**

21. **DELIVERY:** Delivery shall be made FOB Destination (Prepaid): City of Asheville Central Stores, #3 Hunt Hill Place, Asheville, North Carolina 28801.

Vendors are expected to maintain in their local inventory 50% of the minimum order quantity identified for each item for warehouse inventory in order for it to be available for immediate shipment (1 – 7 days) to the City with any balances due to be provided within 14 days to avoid stockouts in our inventory.

22. **EVALUATION AND SELECTION OF BIDS:** The evaluation of vendor bids shall center on the match between the stated specifications and other requirements included in the final bid request and the vendor's proposal including selection of the lowest responsible bidder, with consideration of past performance, service record, and reliability. The statutory provisions controlling purchasing by local governments in N. C., GS 143 includes selection standards for use in making of awards. The provision reads "All contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract". The City of Asheville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Asheville.

22. All bids shall be made firm for no less than sixty (60) days.

23. **INVOICES AND PAYMENTS:** ALL INVOICES AND PACKAGES MUST BEAR THIS PURCHASE ORDER NUMBER. Rejected materials will be returned to the Vendor at the Vendor's risk and expense. Cash discounts will be deducted as provided herein, or in accordance with the terms of your quotation or bid. DISCOUNT PERIOD WILL DATE FROM RECEIPT OF INVOICE OR RECEIPT OF GOODS, WHICHEVER IS LATER. NET PURCHASES WILL BE PAID 30 DAYS FROM DATE OF YOUR INVOICE. The City is exempt from Federal Excise Tax but is not exempt from State and Local Sales Tax. This tax must be shown as separate items on invoices. Purchases for resale are covered by resale exemption No. 901-1-011-12821. ALL INVOICES ARE TO BE SENT TO: CITY OF ASHEVILLE ACCOUNTING DIVISION, P.O. BOX 7148, ASHEVILLE, N.C. 28802.

SPECIFICATIONS FOR FIRE SERVICE METERS

Fire Service Type Cold Water Meter shall be ULFM approved and LEAD FREE when available; shall comply with AWWA Standard C-703; shall have direct read remote registers; shall have CUBIC FOOT REGISTRATION; shall include a three-wire cable;

Standard Meter Configurations shall be:

4-inch x 1-inch
4-inch x 2-inch
6-inch x 1-1/2-inch
6-inch x 2-inch
6-inch x 3-inch
8-inch x 2-inch
8-inch x 4-inch

APPROVED MANUFACTURERES: Neptune HP Protectus III / Master Meter Fire Service Meter / Hersey MFM II

NON-COLLUSION STATEMENT

BID REQUEST NO. 770-10

24 MONTH TERM CONTRACT FOR WATER METERS
FOR CITY OF ASHEVILLE CENTRAL STORES WAREHOUSE
AND AMR PROJECT REQUIREMENTS
FOR CITY OF ASHEVILLE WATER RESOURCES DEPARTMENT

THE UNDERSIGNED AFFIRMS THAT THE PROPOSAL MADE HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S): THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLUSION OR FRAUD:

THAT _____ (FIRM NAME) IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE CITY OF ASHEVILLE, AND THAT NO PERSON, OR PERSONS, ACTING IN SUCH CAPACITY ARE DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY OF THE PROFIT ARISING OR ANTICIPATED FROM THIS TRANSACTION.

IN MAKING THIS PROPOSAL, IT IS UNDERSTOOD AND AGREED, THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE PROPOSAL SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS PROPOSAL BY THE CITY OF ASHEVILLE, AS EVIDENCED BY THE ISSUANCE OF A CITY OF ASHEVILLE PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS PROPOSAL AND TO CONSTITUTE A CONTRACT BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____